

F I N A L
A G R E E M E N T

Between

THE RINGWOOD BOARD OF EDUCATION
(PASSAIC COUNTY, NEW JERSEY)

and

AMALGAMATED INDUSTRIAL UNION, LOCAL 76B
AND ITS DIVISIONS LOCAL 92 - LOCAL 76 OF
THE UNITED FURNITURE WORKERS OF AMERICA
(CAFETERIA EMPLOYEES)

X SEPTEMBER 1, 1984 THROUGH JUNE 30, 1986

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PREAMBLE

THIS AGREEMENT mad this day of _____, by and between
THE RINGWOOD BOARD OF EDUCATION, 121 Carletondale Road, in the Borough
of Ringwood, County of Passaic, State of New Jersey, public employer of
the State of New Jersey, (hereinafter referred to as the "Board"), and
AMALGAMATED INDUSTRIAL UNION, LOCAL 76B AND ITS DIVISIONS LOCAL 92 -
LOCAL 76 OF THE UNITED FURNITURE WORKERS OF AMERICA, (Cafeteria Employees),
25 Halstead Street, in the City of East Orange, County of Essex, New Jersey,
(hereinafter referred to as the "Union").

ARTICLE I - RECOGNITION

The Board recognizes the Union as the exclusive representative for the purpose of collective negotiations with respect to the terms and conditions of employment of all regular full-time cafeteria workers, food handlers, cashiers and cooks employed by the Board, but excluding the cafeteria director, managerial executives, confidential employees, professionals, police, supervisors within the meaning of the Act, and all other employees of the Board.

ARTICLE II - MANAGEMENT RIGHTS

- A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:
1. The executive management and administrative control of the Board, and its properties and facilities and the activities of its employees;
 2. To hire all employees and to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees, subject to the Collective Bargaining Agreement;
 3. To suspend, demote, discharge or take other disciplinary action, subject to the grievance procedure herein;
 4. To establish a code of rules and regulations of the Board for the operation of the Board;
 5. To make all decisions relating to the performance of the Board's operations and maintenance activities, including but not limited to the methods, means, processes, materials, procedures and employees to be utilized;
 6. To take any actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance; and
 7. To assign work as it determines will benefit the Board and/or the public it serves.
- B. The exercise of the foregoing powers, and the use of judgement and discretion in connection therewith, shall be limited only by the express terms of the Agreement.
- C. Nothing contained herein shall be construed to deny or restrict the Board in its exclusive right to administer the Board and control the work of its personnel, nor to deny or restrict the Board in any of its rights, responsibilities and authority under Title 18A, the Education Law, or any other national, state, county or local laws or ordinances.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies or administrative decisions affecting terms and conditions of employment or of the express terms of this Agreement, and may be raised by an individual unit employee, a group of unit employees, or the Union, at the request of any such individual or group (hereinafter referred to as the "grievant").

B. Purpose

The purpose of this grievance procedure is to secure an equitable solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall by-pass any step of the grievance procedure except as expressly provided herein. The instant grievance procedure constitutes the sole and exclusive methods for raising and disposing of controversies within the definition of the term.

C. Procedure

1. Step One - Cafeteria Manager

- (a) A grievant must file his/her grievance in writing with the Cafeteria Manager within ten (10) working days of the occurrence of the matter complained of. A copy shall be provided to the Shop Steward.
- (b) The written grievance must identify the grievant by name(s) and be signed by him/her (them) and the Shop Steward. It must set forth a statement of the facts constituting the grievance, the approximate time and place of occurrence of the facts leading to the grievance, and the specific contract provision(s), if any, forming the basis of the grievance, and must set forth the remedy sought by the grievant.
- (c) Once a grievance comporting with all the foregoing requirements is timely filed, the Cafeteria Manager shall investigate the grievance and render a written response, which shall be given to the grievant and Shop Steward within ten (10) working days from receipt of the grievance.

2. Step Two - CSA

In the event the grievance is not resolved to the grievant's satisfaction at Step One, or in the event the Cafeteria Manager has not served a timely written response at Step One, then within ten (10) working days after the response date set forth in Step One, the grievant may present the written grievance and any written response(s) received at Step One to the CSA, the procedures set forth in Step One shall be followed, except that the parties shall meet within ten (10) working days of the presentation of the grievance to the CSA, and the CSA shall have ten (10) working days to respond.

C. Procedure (Continued)

3. Step Three - The Board

In the event the grievance is not resolved to the grievant's satisfaction at Step Two, or in the event the CSA has not served a timely written response at Step Two, then within ten (10) working days after the response date set forth in Step Two, the grievant may present the written grievance and any written response(s) received at Step Two to the Board. Upon receipt of the grievance by the Board, the procedures set forth in Step Two shall be followed, except that the meeting date period shall be twenty (20) working days and the response period shall be twenty (20) working days. With respect to grievances not involving the express terms of this Agreement, the decision of the Board shall be final and binding upon the parties.

4. Step Four - Arbitration

- (a) With respect only to those grievances involving the express terms of this Agreement, and in the event the grievance is not resolved to the grievant's satisfaction at Step Three, or in the event the Board has not served a timely written response to Step Three, then within fourteen (14) working days after the response set forth in Step Three, the grievant may notify the Board in writing of the grievant's intention to submit the grievance to advisory arbitration. The grievant may invoke advisory arbitration by submitting a written request therefor to the New Jersey State Board of Mediation, with a copy of such request to the Board. Thereafter advisory arbitration proceedings shall be conducted pursuant to the Rules of the New Jersey State Board of Mediation.
- (b) The arbitrator shall be required to deliver to the parties a written award, coupled with a written opinion setting forth detailed reasons, findings of fact, and conclusions of law utilized in making his/her award, by no later than thirty (30) days from the date of closing the hearings, or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The arbitrator expressly has no authority to modify, add to, subtract from, or in any way whatsoever alter the provisions of this Agreement.
- (c) Grievance and arbitration meetings and hearings shall be held at mutually acceptable times and places. The individual grievant shall have at his/her request a representative from the Union to assist in the resolution of the grievance at such meetings and hearings. Requests for such representatives and any witnesses shall be made to the Board, in writing, by no later than three (3) days prior to the date of any meeting or hearing, and meeting or hearing dates shall be scheduled considering the availability of all parties and witnesses and the needs of the Board.
- (d) Costs of the arbitrator shall be split between the parties.

ARTICLE IV - JURY DUTY

- A. Employees called for jury duty shall be granted leave with straight time pay less any compensation (excluding travel expenses) they may receive for attending required jury duty for a maximum of two (2) weeks.
- B. If an employee is required to serve on jury duty, such employees shall be required to notify their Superior in advance and report for their regularly assigned work on the calendar day immediately following their final discharge from jury duty.

ARTICLE V - NO-STRIKE AND NO LOCKOUT PLEDGE

- A. The Union covenants and agrees that during the term of this Agreement neither the Union or any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of an employee from his position or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Board. The Union agrees that such action would constitute a material breach of this Agreement.
- B. The Union agrees that it will take reasonable actions to prevent its members from participating in a strike, work stoppage, slowdown or other activity aforementioned.
- C. In the event of a strike, slowdown, walkout or any other job action, it is covenanted and agreed that participation in such activity by any Union member shall be deemed grounds for disciplinary action.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain judicial relief.
- E. The Board agrees that it shall not engage in any lockout of the employees during the life of this Agreement.

ARTICLE VI - LEAVE OF ABSENCE

- A. An official leave of absence may be granted by Resolution of the Board.
- B. At the discretion of the CSA, and with the approval of the Board, any employee may be granted a leave of absence without pay.
- C. A leave of absence shall not exceed three (3) months in length, after which it may be reconsidered; any requested extension shall either be granted or denied in writing.
- D. Extended leaves for preparation for childbirgh, child rearing or adoption shall run from their commencement date until the end of that school year. Extended leaves for child rearing or adoption shall be extended upon application by April 1st of the initial leave year or thirty (30) days after the date of birth or adoption, whichever is later, for the subsequent year. No further extensions shall be granted.

In special circumstances, the Board may grant a child rearing leave which terminates prior to the end of a school year. Its refusal to grant such a leave, however, shall not be subject to the grievance procedure.

- E. An employee on leave of absence without pay, except military leave, does not accrue annual leave or sick leave benefits, or any other benefits. No payment will be made to the pension system or health plan during this leave of absence; however, unless the employee agrees to bear the costs.
- F. Employees are required to notify the Board of the anticipated date of return, as soon as such date is known to the employee. Failure to return on such date without notice shall be considered a voluntary resignation.
- G. The Board shall have the sole discretion in matters of leaves of absence and each decision made shall be on its own merits. In no event shall the decision whether or not to grant a leave be precedential as to any other decision regarding a leave.

ARTICLE VII - PROBATIONARY PERIOD

- A. During the first thirty (30) working days of continuous employment (not including work as a substitute), an employee shall be considered a probationary employee, and the Board may terminate his/her employment within that time without challenge by either the employee or the Union, and without resort to any grievance procedure or any other hearing procedure.
- B. The Board, may upon written notice to the Union, extend the probationary period for up to an additional thirty (30) days.

ARTICLE VIII - NON-DISCRIMINATION

Neither the Board nor the Union shall discriminate against any employee because of race, creed, religion, color, age, sex, national origin or union affiliation.

ARTICLE IX - FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject to negotiations. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any bargainable matter, and that the understanding is and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE X - SEVERABILITY

If any section, subsection, paragraph, sentence, clause or phrase of this Agreement should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Agreement, which shall remain in full force and effect; and to this end the provisions of this Agreement are hereby declared to be severable.

ARTICLE XI - DUES CHECKOFF AND INDEMNIFICATION

- A. Upon receipt of proper written authorization, the Board shall deduct Union dues and initiation fee on a pro-rata basis and shall remit the monies collected to the Union once each month, no later than the 15th of the following month.
- B. The Union agrees to indemnify and hold harmless the Board from any causes of action, claim, loss or damages incurred as a result of this clause.
- C. If the rate of dues should change, the Union shall provide the Board with sixty (60) days advance notice of such change.
- D. All deductions under the Article shall be subject to Chapter 233, New Jersey Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15.9(e).
- E. Those employees who do not join the "Union" shall be required to pay 85% of dues for services rendered.

ARTICLE XII - REPORTING ACCIDENTS

- A. Any employee involved in an accident shall immediately report said accident and any known physical injuries sustained.
- B. When required by the Board, the employee, when physically able, before going off duty and before starting his next shift, shall make out an accident report in writing, on Board time, on forms furnished by the Board, and shall turn in all available names and addresses of witnesses to the accident.

ARTICLE XIII - BULLETIN BOARD

The Union shall have the use of bulletin board on the Board's premises for the posting of notices relating to Union meetings and official business only. No other notice shall be posted until it has been submitted to and approved by the Board.

Such approval shall not be unreasonably withheld.

ARTICLE XIV - MILITARY LEAVE

A. Military Leave shall be provided in accordance with applicable law.

ARTICLE XV - SICK LEAVE

- A. Each employee in the bargaining unit shall be entitled to ten (10) sick days per year, on a pro-rated basis, in accordance with law.
- B. After completion of ten (10) full years of employment, and upon ten (10) months advance notification, when possible, the Board shall upon retirement or termination, pay the sum of \$10.00 per day, not to exceed one-hundred (100) days (maximum amount \$1,000.00).

Length of service will be accrued from the first day of employment, not based on school calendar.

ARTICLE XVI - WAGES

- A. All employees who were members of the bargaining unit on September 1, 1984, and who remain members as of the signing of this Agreement, shall have their hourly rates adjusted to the following rates, effective September 1, 1984.

<u>Effective 9/1/84</u>		<u>Effective 9/1/85</u>	
Helper	5.45	Helper	5.95
Assistant Cook	5.70	Assistant Cook	6.20
Cook	6.35	Cook	6.85

- B. Those employees hired after September 1, 1984 shall be placed on the following wage progression:

<u>Effective 9/1/84</u>	
Helper	3.75
Assistant Cook	3.90
Cook	4.35

After 30 Day Probationary Period

Helper	4.25
Assistant Cook	4.40
Cook	4.85

And, in September starting the new year, all employees on this schedule will go to the top of the guide.

- C. Newly hired employees shall go to the present rate or wage at the end of the probationary period.

ARTICLE XVII - LONGEVITY

In addition to the wages paid under Article XVI, employees who have completed ten (10) years of continuous service in the District shall receive longevity in the amount of \$300.00 per annum. This is not to be compounded. Total payment of \$300.00 will be paid on the first day of the eleventh (11th) year annually each year thereafter. Longevity shall be accrued from the first (1st) day of employment, not school calendar year.

ARTICLE XVIII - UNIFORM ALLOWANCE

A. Employees shall be entitled to a uniform allowance of:

1st year of contract - \$150.00

2nd year of contract - \$175.00

B. Every effort shall be made to reimburse employees for payment of uniforms within ten (10) days after voucher has been submitted for payment.

ARTICLE XIX - INSURANCE BENEFITS

- A. Employees working twenty (20) hours per week or more shall receive without cost a program of hospitalization, medical-surgical benefits, dental plan, major medical insurance and prescription plan. It is understood that a cap will be imposed on the dental and prescription plans and the employee will be obligated to pay the amount above the cap monies allocated by the Board.

The available coverage in the district shall apply to this contract. If the district coverage shall be increased, the increase in benefits will also cover this unit.

- B. The Board reserves the right to change insurance carriers, so long as similar benefits are maintained.

ARTICLE XX - PERSONAL LEAVE

- A. Each employee shall be entitled to a total of three (3) personal leave days per year to tend to personal emergencies which cannot be handled during other than working time. Advance approval from the Cafeteria Manager is necessary to utilize such days, and they shall not be cumulative from year to year.
- B. Any unused personal leave days shall be added to and accumulated with sick leave days at the end of each year.

ARTICLE XXI - MISCELLANEOUS

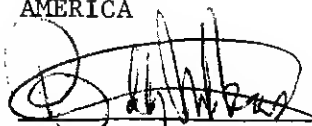
- A. All cafeteria employees who are certified and attend work shops shall be reimbursed \$25.00 annually at the commencement of each school year.
- B. Employees will be compensated for attending monthly meetings called by the Cafeteria Director at their hourly rate of pay. This shall apply to cooks and assistant cooks only.
- C. In the event of delayed school opening, or two hour delayed opening, the only meals that will be prepared will be soup and sandwich.
- D. Three (3) hour employees shall have the first opportunity to apply for (and be offered) four (4) hour positions, so long as they are qualified, and so long as this procedure complies with the Board's affirmative action policy.
- E. If an employee works in a higher classification for a period of longer than one (1) week, they shall receive the wages for that higher classification, during the time worked in this classification.
- F. Any employee who works less than one (1) week in a higher classification will receive their regular wages.
- G. The work year shall be from September to June of each year. Cafeteria employees will regularly work on Mondays through Fridays, and then only during those days that school is in session and when lunch is being served.


ARTICLE XXII - TERM AND RENEWAL

THIS AGREEMENT shall be in full force and affect as of the date hereof,
and shall be in effect to and including June 30, 1986.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals
at Ringwood, New Jersey, on this day of 1984.

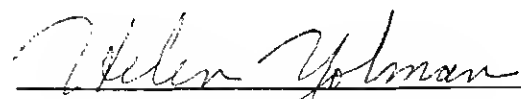
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